

FILED

MAY 06 2013

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

Wilson Construction
Mark Wilson
733 Glenmere Way
Redwood City, California 94062
Tel: (650) 245-1201

Pro Se
MARK WILSON

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

WILSON CONSTRUCTION, DBA
MARK WILSON

Debtor, Plaintiff

v.

RECONTRUST COMPANY, N.A.;
BANK OF AMERICA, N.A., EPIC
CAPITAL PARTNERS; and DOES 1-100,
inclusive,

Defendants.

) Case No.: 13-30512-DM13

)
) **NOTICE OF APPLICATION AND EX**
) **PARTE APPLICATION FOR**
) **TEMPORARY RESTRAINING ORDER**
) **AND ORDER TO SHOW CAUSE**
) **RE: PRELIMINARY INJUNCTION**

)
) **Adversary Proceeding No. 13-03075**

) **ADV. Complaint Filed: April 12, 2013**

Pursuant to Federal Rules of Civil Procedure ("FRCP"), Rule 65(b) and local RULE

LR. 65-1, Plaintiff F ("F") hereby apply ex parte to this Court for:

1. **A temporary restraining order ("TRO") restraining and enjoining Defendant Epic Capital Partners, DBA David Schwam and all of their officers, agents, servants employees, and attorneys, and those persons in active concert or participation or privities with any of them, including Defendants real estate agent Michael Keller of MKeller Real Estate from taking possession of, or reselling Plaintiff grant deed and lien interest**

1 **property known as 220 Four Ring Road Tahoma CA 96142 which is the**
2 **property of the bankruptcy estate (herinafter "Plaintiff's property.")**

3 **"Plaintiff's property" is more fully described in the ADV. Proceeding filed**
4 **therein on April 12, 2013, which affects the possession, right, title and interest**
5 **to real property commonly known as 220 Four Ring Road, Tahoma, California**
6 **96142.**

7
8
9 **2. The reason for the request for TRO is on information and belief,**
10 **Defendant Epic Capital Partners, DBA David Schwam as third party**
11 **buyer of property and its real estate agent Michael Keller of MKeller Real**
12 **Estate have a pending sale of "Plaintiff property" to a fourth party buyer.**
13 **Selling to a fourth party would make this proceeding more of a convoluted**
14 **mess and the reason for TRO. Enclosed as an attachment to this filing is a**
15 **copy of the pending sale and listing. On information and belief fourth**
16 **party buyer has his present home listed for sale.**

17
18 **3. Concurrently, Plaintiff hereby applies for a hearing date to obtain a**
19 **preliminary injunction. This application is based on the grounds that**
20 **pecuniary compensation would not afford adequate relief for the loss of**
21 **Plaintiff property and liens. Defendant, Epic, who maybe a stranger to the**
22 **mortgage transaction, have unlawfully taken posession of the property and are**
23 **trying to resell it for an ungodly profit of \$2.4 million in one month based on**
24 **fraudulent conveyance via Trustee's Deed recorded with El Dorado County**
25 **Recorder as instrument number, when stay was in place, the bank was notified**
26 **and stated sale postponed, before the sale to the Third Party . Third Party buyer**
27 **and Defendant Epic purchased Plaintiff's property at the alleged Trustee's sale.**
28 **The Trustee sale was conducted without Plaintiff's knowledge and being**
 noticed which is in violation of the Rights of Plaintiff, which is the subject of

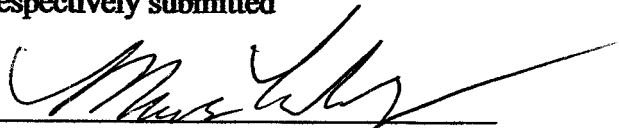
1 this action. Under Section 542 of the Bankruptcy Code since the bankruptcy
2 petition was clearly filed before the foreclosure sale, the stay was in place and
3 may have been willfully violated and the property is part of the bankruptcy
4 estate of the Debtor and Debtor had "equitable" interest. Debtor and Plaintiff
5 requests turnover of the property back to Debtor and other co-owner while the
6 matter is heard. Great and irreparable injury will result to Plaintiff before the
7 matter can be heard on notice.

8
9 Plaintiff has not previously obtained an order from any judicial officer for
10 similar relief in this case.
11

12
13 The Application is based upon this notice, the Complaint on file, the attached
14 Memorandum of Points and Authorities, the declaration of Plaintiff, and any
15 oral argument which will be heard at the time of the hearing of this matter.
16
17
18
19

20 Dated: May 3, 2013

Respectfully submitted

21
22 

23 Mark Wilson, Pro Se
24 Debtor, Plaintiff
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

1. INTRODUCTION

Plaintiff f brings this adversary action against Bank of America, Recontrust and Epic Capital Partners DBA David Schwam (hereinafter "Defendants") and their agents, officers, employees, and affiliated or associated parties, for their and their predecessors actions in engaging in a pattern of unlawful, fraudulent, or unfair predatory real estate practices causing Plaintiff to become a victim of such behavior, and to be in jeopardy of losing his interest and property through unlawful foreclosure and a willful violation of a timely US Federal Bankruptcy Stay in which parties Bank of America and Recontrust were notified.

Plaintiff seeks to enjoin defendants from proceeding with taking possession, evicting them from their property/home located at 220 Four Ring Road, Tahoma California 94062 and selling property to a fourth party with a pending sale when there is a stay in place, and they do not own the property.

The Plaintiff f filed a bankruptcy under Chapter 13 after which an an Automatic Stay was put in place preceeding Trustee sale to a third party. Based on The Court's Automatic Stay, Plaintiff brings this instant motion to restrain Defendant Epic Capital Partners, DBA David Schwam from taking possession, evicting Plaintiff, and from selling the property/home of the Bankruptcy Estate.

As grounds therefore, the movant alleges as follows:

1. Debtor filed relief under Chapter 13 of the Bankruptcy Code in this Court at 1:04pm on March 06, 2013.
2. On _March 06_____, 2013, debtor and deed lien holder after filing immediately called, faxed and emailed RECONTRUST and BANK OF AMERICA a copy of the receipt of the bankruptcy filing.

1 Recontrust informed debtor, Wilson and his legal representative,
2 Mike Mankarious, by phone that there was no sale and sale was in
3 rescission. RECONTRUST continued to represent the sale was in
4 rescission Thursday and Friday the 8th that there was no sale and
5 sale rescinded/canceled. On Monday the 11th RECONTRUST represented
6 to Debtor, WILSON, and his legal representative, Mr. Mankarious,
7 that there was no bankruptcy stay and sale affirmed to Third
8 Party bidder, violating court order stay. Stay was clearly before sale.
9

10 3. Wilson is a debtor, grant deed holder and secured lien holder of
11 the property. Enclosed as Attachment A, is the listing agreement
12 with MKeller Real Estate in which Defendant, Epic Capital Partners,
13 DBA David Schwam, third party buyer is showing a pending sale to a
14 fourth party in willful violation of the Bankruptcy Court Stay,
15 and, Attachment B, which are the secured liens on
16 the property by DEBTOR, WILSON, and his subcontractor, Advanced
17 Asphalt as well as a grant deed note.
18

19 4. A grant deed is not required to evidence a security interest in a property.
20 Evidence of the recording of the lien is sufficient to tie the lien holder, the
21 property, and the bankruptcy together.
22

23 Evidence of the lien has been on record with RECONTRUST and BANK of
24 AMERICA, for 4 months, but has been accessible from county records, for
25 several years.
26

27 11 USC 362 (a)(5) applies to this situation and creates an automatic stay when
28 the subordinate lienor files for bankruptcy. Obviously, the term "legal and

1 equitable interests of the debtor," as that term is used in the Code, includes
2 security interests. The automatic stay provisions of the Code apply to "any act to
3 . . . enforce against property of the debtor any lien" the foreclosure of a
4 mortgage falls directly into this situation, and such foreclosure would be
5 prohibited by the automatic stay where the junior lien has declared bankruptcy.
6

7 If you had an interest in the property, and you filed bankruptcy, then
8 that interest belongs to the bankruptcy estate, and it is protected by
9 the automatic stay. Consequently, the foreclosure sale is "void" -- of
10 no force or effect. See *In re Gruntz* (9th Cir. 2000) 202 F3d 1074,
11 1081-1082.
12

13 5. DEBTOR, was not noticed by RECONTRUST of new sale date, as lien holder.

14 6. With the filing of this motion, the DEBTOR has filed a proof
15 of claim in this Court, Attachment B, proof of secured
16 recorded liens on said property, grant Deed and notice of cancellation in
17 support of Wilson Construction, DBA Mark Wilson not being noticed of new
18 sale.
19

20 7. The foregoing constitutes "cause" within the meaning of
21 Section 362(a)(5) of the Bankruptcy Code.
22

23 II. APPLICABLE AUTHORITIES

24 Federal Rule of Civil Procedure 65 and Local Rule 65-1
25 authorize this Court to enter a preliminary injunction or Temporary
26 Restraining Order ("TRO". See Fed R. Civ.P 65. The purpose of such
27 injunctive relief is to preserve the relative positions of the
28

1 parties until a trial on the merits can be conducted. See F & J.
2 Gallo Winery v. Andina Licores SA, 446 F. 3d 984, 990 (9th Cir.
3 2006); LGS Architects, Inc. v. Concordia Homes, 434 F. 3D 1150,
4 1158 (9th Cir. 2006) .

5 A party seeking a preliminary injunction must show either : (1) a combination of probable
6 success on the merits and the possibility of irreparable injury, or (2) that serious questions are
7 raised and the balance of hardships tips sharply in its favor. Faith Ctr. Church Evangelistic
8 Ministries v. Glover, 462 F. 3d 1194, 1201-02 (9th Cir. 2006). These two formulations represent
9 two points on a sliding scale in which the required degree of irreparable harm increases as the
10 probability of success decreases. LGS Architects, 434 F. 3d at 1155: see also Harper v. Poway
11 Unified Sch. Dist, 445 F.3d 1166, 1174 (9th Cir. 2006) (the greater the relative hardship to the
12 moving party, the less the probability of success must be shown to support the grant of a
13 preliminary injunction).

14 In addition, the party must do more than merely allege imminent harm sufficient to establish
15 standing, he or she must demonstrate immediate threatened injury as a prerequisite to
16 preliminary injunctive relief. Associated Gen. Contractors v. Coalition for Economic Equity, 950
17 F.2d 1401, 1410 (9th Cir. 1991), cert. denied, 503 U.S.985 (1992).

18 Under the sliding scale theory, a party seeking injunction “need not demonstrate that he will
19 succeed on the merits, but must at least show that his cause presents serious questions of law
20 worthy of litigation.” Topanga Press, Inc. v. City of Los Angeles, 989 F.2d 1524, 1528 (9th Cir.
21 1993), cert. denied, 511 U.S. 1030 (1994). Additionally, in cases where the public interest may
22 be affected, the court must consider the public interest as a factoring balancing the hardships.
23 Harris v. Bd. Of Supervisors, 366 F. 3d 754, 760 (9th Cir. 2004).

24 While a preliminary injunction will not be issued without security by the applicant under
25
26
27
28

1 Federal Rule of Civil Procedure 65(c), a district court has wide discretion in setting the amount
2 of a bond, and the bond amount may be zero if there is no evidence the party will suffer
3 damages from the injunction. See, Connecticut Gen. Life Ins. Co. v. New Images of Beverly
4 Hills, 321 F.3d 878, 882 (9th Cir 2003). In this case Defendants have suffered no damages
5
6

7 III. ARGUMENTS

8 Plaintiff's operative pleadings filed on asserts claims for willful violation of timely US
9 Bankruptcy Court Stay by Defendants, Recontrust and Bank of America, selling property at
10 foreclosure to a third party also named as a Defendant, and upon notice of Bankruptcy filing by
11 Plaintiff and his legal representative validated third party sale in contempt of the Courts Stay and
12 further violating the stay by transferring Deed 15 days later to third party buyer who now
13 attempts to sell property to a fourth party when the original sale is void because the stay was in
14 effect.
15

16 1. Probability of Success on the Merits

17 Plaintiffs can demonstrate high probable successes on the merits on their claims for relief of
18 a willful violation of Stay and voiding of sale.
19

20 a. Cancellation of Trustee's Sale to Third Party buyer.

21 Strong showing is made that Recontrust and Bank of America sale to third party is void
22 because Bankruptcy Court Stay was in effect.
23

24 2. Irreperable Harm.

25 Plaintiff maintains he will be irreparably harmed by loosing possession of the property/home.
26 In Wrobel v. S.L. Pope & Associates, 2007 WL 2345036, at *1 (S.D. Cal. 2007), the court found
27 that "[l]osing one's home through foreclosure is an irreparable injury." Similar findings were
28 made by the courts in Johnson v. U.S. Department of Agriculture, 734 F. 2d 774, 789 (11th Cir.

1 1984) ("Irreparable injury is suffered when one is wrongfully ejected from his home. Real
2 property and especially a home is unique"); Cronkite v. Kemp, 714 F. Supp. 822, 825 (E. D.
3 Wash. 1989).

4 One court denied a temporary restraining order on a foreclosure, reasoning that the TRO
5 applicant could halt foreclosure by paying the amount owed due on the loan . See Barrett v.
6 Popular Inc. 2007 WL 1753539, at*1 (W.D. Wash. 2007). But in this case, the validity of the
7 stay being in place itself shows Plaintiff will be irreparably harmed by losing possession of its
8 grant deed interest and liens in the home/property.
9

10 11 12 13 3. Turnover of the Property

14
15 With respect to acts against property of the estate, the automatic stay continues until such
16 property is no longer property of the estate (i.e. where it has been abandoned under § 554(c)). 11
17 U.S.C. § 362(c)(1). With respect to all other acts, the automatic stay continues until the earliest
18 (i) the case is closed; (ii) the case is dismissed; (iii) a discharge is granted or denied in the case of
19 an individual bankruptcy proceeding; (iv) a plan is confirmed in a Chapter 11 case; or (v) the
20 stay is terminated by order of the court, or by inaction of the court upon request for leave from
21 the stay. 11 U.S.C. § 362(c)(2).
22

23 The turnover question was answered by the Supreme Court in United States v. Whiting Pools,
24 Inc., 462 U.S. 198, 103 S.Ct. 2309, 76 L.Ed.2d 515 (1983). In that case, the Internal Revenue
25 Service levied on and took possession of the debtor's property. On the following day, the debtor
26 filed a bankruptcy petition which stayed the Internal Revenue Service from taking any further
27 action against the property. The Internal Revenue Service instituted an adversary proceeding
28

1 seeking a determination that the automatic stay provisions of Section 362 were not applicable to
2 it or, in the alternative, requesting that the stay be lifted to permit it to sell the property. The
3 Internal Revenue Service argued that "property of the estate" under § 541 of the Bankruptcy
4 Code consists only of the debtor's interest in property as of the time the bankruptcy petition is
5 filed. The Supreme Court, however, found that the debtor retained an "equitable" interest in the
6 property since it had not yet been sold and thus ordered the Internal Revenue Service to return
7 the property to the debtor under § 542 of the Bankruptcy Code.

8
9 This same analysis has been used with regard to foreclosure proceedings; if the sale has not been
10 completed prior to the filing of the debtor's bankruptcy petition, then the debtor may request
11 turnover of the property.
12

13 In the instant case Debtor is requesting turnover of the property and return of the property to
14 the debtor under § 542 of the Bankruptcy Code since the stay was clearly in place before Trustee
15 sale to third party and Trustee had been notified by multiple parties as to the filing of the
16 Bankruptcy Case, been furnished with the case number and the existence of the stay in place.
17 The property is part of the Bankruptcy Estate until the merits of the case can be heard. Debtor's
18 furnishings and property are still in the house and several bills for the house are still in Debtor's
19 name.
20
21
22

23 4. Bond.

24 While the literal language of Federal Rule of Civil Procedure 65(c) suggests that a restraining
25 order will not be issued without security by the applicant, a district court has wide discretion in
26 setting the amount of a bond. See Connecticut Gen. Life Ins. Co. v. New Images of Beverly
27 Hills, 321 F.3d 878, 882 (9th Cir. 2003). "The district court may dispense with the filing of a
28

1 bond when it concludes there is no realistic likelihood of harm to the defendant from enjoining
2 his or her conduct." Jorgensen v. Cassidy, 320 F. 3d 906, 919 (9th Cir. 2003). **Here** there is no
3 realistic harm to Defendant's from a temporary restraint of the foreclosure and third party sale
4 proceedings as the stay preceeded the sale and it maybe is a willful violation of stay. If the
5 defendants' position that the Trustee sale is valid and not void which it is because of the stay
6 being in place before foreclosure sale to third party and transfer of deed is valid, then defendant
7 must prove when the merits of the case can be heard. The defendant's interest are adequately
8 secured by trustee's deed if it is valid. No bond will be required at this time.
9
10

11
12 **CONCLUSION**

13 Accordingly, plaintiff pray the Court to grant their Ex Parte application for a temporary
14 restraining order and Order to Show Cause enjoining Defendants including Defendant Epic
15 Capital Partners DBA David Schwam and his real estate agent Michael Keller from taking
16 possession, evicting Plaintiff and re-selling home/property located at 220 Four Ring Rd.
17 Tahoma California 96142 until the preliminary injunction hearing, and order turnover of
18 property back to Plaintiff as Stay was clearly in effect which Plaintiff can prove beyond a
19 reasonable doubt.
20
21

22 Plaintiff further requests this Court to set a hearing date for preliminary injunction.
23
24

25 Dated: May 6, 2013

Respectfully submitted:

26
27 
28

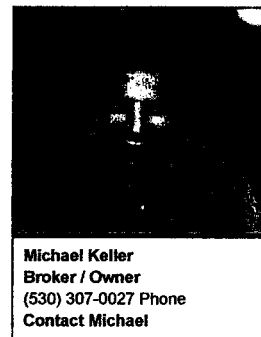
Mark Wilson, Pro Se.

Attachment 1

Lake Tahoe Real Estate

Attachment 1

Search the Website | Go

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220 Four Ring Rd



With its large estate properties, sheltered waters, and incredible views Tahoe's "Gold Coast" represents one of the most desirable locations anywhere on the Lake. Situated on 100 feet of pristine white sand beach, 220 Four Ring is a very rare lakefront ownership opportunity. The four bedroom main house was originally constructed in 1932 out of native granite and has been updated and remodeled with modern conveniences, and luxury finishes. A separate stone carriage house includes an upstairs guest quarters and an additional bathroom. A recently refinished tennis court and an original beachfront boat storage house are two more incredible features. The sizeable level lawn leads to your private beach, a pier shared with one adjacent neighbor, and 2 deep-water buoys. The large gently-sloping 1.7 acre parcel has only a handful of neighbors and is accessed by a long private road. Truly an extraordinary chance to own one of Tahoe's classic properties!

NEW LISTING NOTIFICATIONS
WHAT'S YOUR HOME WORTH?

CATEGORIES

No categories



Property Details

Priced at \$5,000,000
 220 Four Ring Rd
 Tahoe, CA 96142

Beds: 5
Baths: 4
Square Feet: 1988
Garage: 2 Car
Year Built: 1932

Status: Sale Pending!

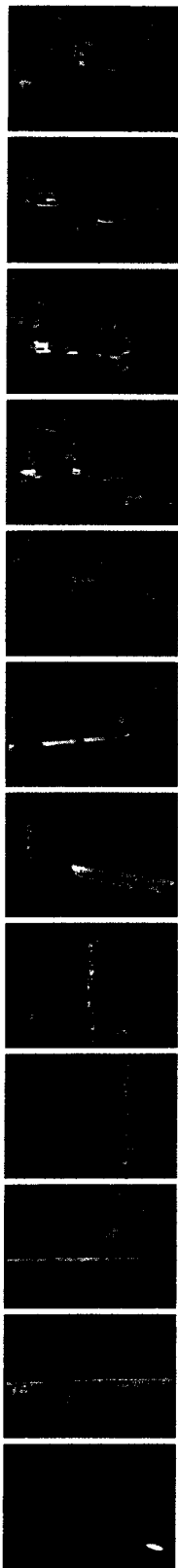


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MKS
 120550
 Lake Tahoe Associate Realtor

Photo Gallery

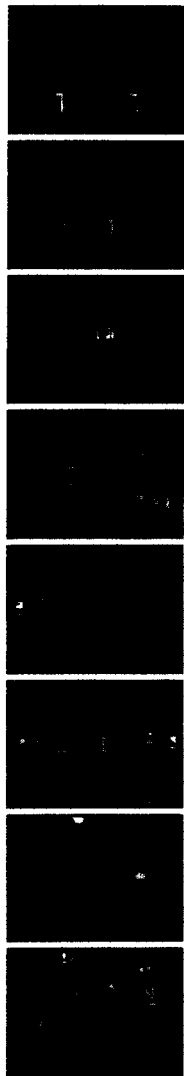


Michael Keller
(530) 307-0027 Phone
(866) 401-4551 Fax

Keller Properties
555 Tahoe Keys Blvd. #1
South Lake Tahoe, CA 96150

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12▶

Attachment 2

Recorder's Index - Query by Name

A Hachmet 2

CATRON LINDA

Last First Middle - no commas

Date range 2011 ▼ through 2013 ▼

Sort by Name ▼

Return 100 ▼ records at a time

220 For Rm Rd. Tahoe Ca 96142

☒ Translate the Document Titles

General Information: The last document online is number 11971 recorded on Thursday.

Years 1911-1937 are not yet online.

Names like CATRON LINDA*

in years 2011 - 2013

Name Document Title and translation	Date	Book Page Document	Cross Reference Names
CATRON LINDA et al NT INT TRAN Notice of Intended Transfer	04/18/2011	2011-0017509 2 pages	MILLER WILLIAM ROBERT
CATRON LINDA et al NT TSTEE SALE Notice of Trustee's Sale	08/10/2011	2011-0037296 2 pages	
CATRON LINDA et al CAC NT DEF Cancellation Notice of Default	08/23/2012	2012-0042270 1 page	
CATRON LINDA et al ASGN TR D Assignment of Deed of Trust	08/27/2012	2012-0042561 1 page	BANK OF AMERICA LASALLE BANK TR US BANK TR
CATRON LINDA et al NT DEF Notice of Default	08/27/2012	2012-0042562 4 pages	
CATRON LINDA et al NT TSTEE SALE Notice of Trustee's Sale	12/11/2012	2012-0065223 3 pages	
CATRON LINDA et al (grantees) CAC TSTEE SALE Cancellation trustee sale	01/07/2013	2013-0000597 4 pages	BANK OF AMERICA LASALLE BANK TR RECONTRUST CO TR US BANK TR
CATRON LINDA et al <i>Cont re-notice</i> NT TSTEE SALE Notice of Trustee's Sale	02/12/2013	2013-0007420 2 pages	
CATRON LINDA S et al MECH LIEN Mechanic's Lien	06/29/2011	2011-0030064 3 pages	Prime WILSON CONSTRUCTION WILSON MARK F
CATRON LINDA S et al ABSTR JUDG Abstract of Judgment	06/30/2011	2011-0030114 2 pages	FALK YIN
CATRON LINDA S et al	11/16/2012	2012-0058636	ADVANCED ASPHALT Sub

MECH LIEN Mechanic's Lien

2 pages

**ADVANCED CO INC
DBA**

Record Count = 18

Document Count = 11

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e-mail the Recorder/Clerk [Recorder/Clerk recorderclerk@edcgov.us](mailto:recorderclerk@edcgov.us)

Secured Promissory Note

\$50,000

San Mateo, California

~~4 February 2011~~ *ll*

10 March 2011 *ll*

ll

FOR VALUE RECEIVED, the undersigned, LINDA SUE CATRON, a single woman ("Payor"), does hereby promise to pay MARK F WILSON ("Payee"), guarantor of Catron's previous note to ROBERT A BRADFORD, Jr, dated 30 November 2007, the sum of fifty thousand dollars (\$50,000.00), with 10% interest from the date of this note.

This note is now secured by a Deed of Trust, freely issued by Payor, on property owned by Payor located at 220 Four Ring Road Tahoma CA 96142, Eldorado County, now owned by Payor. Payor voluntarily agrees to give Payee a secured lien on subject property.

This note supercedes any previous note between Bradford and Catron and that previous note on Catron's Farm Rd. Woodside property no longer exists as Catron is no longer owner of record of that property. *Wilson guarantees he has paid Bradford loan.*

Catron and Wilson can agree to exchange said note at anytime for a grant deed ownership interest in 220 Four Ring Rd. property and any and previous debt or loans Payor owes Payee on said property. Said note is for ~~one~~ year terms but can be renewed, ~~extended~~ or paid off at anytime without penalty. *ll* *ll* *ll*

Payor, Catron, agrees to pay all reasonable attorneys fees and costs in the collection of this Promissory note, or enforcement of secured Deed of Trust under the laws of the State of California under the penalty of perjury and is enforceable on any transfer of ownership, heirs or any bankruptcy filing by Payor. Payee is to be notified in advance of any proposed transfer of ownership of subject property by "Payor."

Linda Sue Catron

Linda Sue Catron

Date

March 10/2011

Witness

Date

Mark F Wilson

Mark F Wilson

date 10 March 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SAN FRANCISCO

On MARCH 10, 2011 before me, KEVIN TABB WOLOHAN, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared LINDA SUE CATIRON AND MARK F. WILSON

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kevin Tabb Wolohan

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SECURED PROMISSORY NOTE

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA

DRIVER LICENSE

EXPIRES 12-28-13

C6021196

CLASS: C



LINDA CATRON
2130 FILLMORE ST 111
SAN FRANCISCO CA 94115

SEX: F HAIR: GRY
HT: 5-01 WT: 190

DONOR

[Signature]
01/09/2009 503 15 10/13

CALIFORNIA

DRIVER LICENSE

CLASS: C



EXPIRES 12-28-13

MARK FULLER WILSON
733 GLENVIEW WAY
REDWOOD CITY CA 94062

SEX: M HAIR: BRN EYES: BLU
HT: 6-00 WT: 200

[Signature]
12/03/2009 593 23 10/14

Proof Of Service

I am over the age of 18 years, employed in the city of ~~Northridge~~ *San Francisco*, county of ~~Los Angeles~~ *San Francisco*, State of CA and not a party to the action described in the attached documents. I declare under penalty of perjury that on ~~04/06/2013~~ *May 6/2013* a true and correct copy of this pleading was served to the opposing party in the manner and at the address described below:

☒ Certified Mail

Bank of America
Brian T. Moynihan, Chief Executive Officer
Bank of America Corporation
100 N. Tryon St.
Charlotte, NC 28255

☒ Mail

RECONTRUST
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
Simi Valley, CA 93063
FAX: 8667033095

Epic Capital Holdings
11211 Gold Country Blvd Ste 107
Rancho Cordova, CA 95670
Epic Capital Holding
DAVID Schwamm
5156 Piazza Place
El Dorado Hills, Ca 95762

M/Keller Real Estate
Keller Properties - please give to DAVID Schwamm
555 Tahoe Keys Blvd #1
South Lake Tahoe, Ca 96150

Your Signature

Eliot P. Piani